

State of Louisiana
Secretary of State

12/20/2019

Legal Services Section
P.O. Box 94125, Baton Rouge, LA 70804-912
(225) 922-0415

UNITED FIRE & CASUALTY COMPANY
ATTN: NEAL SCHARMER
118 SECOND AVE SE
CEDAR RAPIDS, IA 52401

nscharmer 12/31/2019

Suit No.: 193476
4TH JUDICIAL DISTRICT COURT
OUACHITA PARISH

RACK SERVICE COMPANY, INC., ET AL
vs
UNITED FIRE & CASUALTY COMPANY

Dear Sir/Madam:

I am enclosing a citation served in regard to the above entitled proceeding. If you are not the intended recipient of this document, please return it to the above address with a letter of explanation. All other questions regarding this document should be addressed to the attorney that filed this proceeding.

Yours very truly,

R. KYLE ARDOIN
Secretary of State

Served on: R. KYLE ARDOIN
Served by: E CUMMINS

Date: 12/19/2019
Title: DEPUTY SHERIFF

No: 1146054

KS





OPC.CV.5869854

CE

CITATION

RACK SERVICE COMPANY INC,
WITTEN CONSTRUCTION LLC
VS

DOCKET NUMBER: C-20193476

SEC: C4

STATE OF LOUISIANA

PARISH OF OUACHITA

FOURTH JUDICIAL DISTRICT COURT

UNITED FIRE & CASUALTY
COMPANY

EAST BATON ROUGE PARISH

TO:

UNITED FIRE & CASUALTY COMPANY
THROUGH ITS REGISTERED AGENT FOR SERVICE THE LOUISIANA
SECRETARY OF STATE
8585 ARCHIVES AVENUE
BATON ROUGE, LA 70809

SERVED ON
R. KYLE ARDOIN

DEC 19 2019

SECRETARY OF STATE
COMMERCIAL DIVISION

YOU HAVE BEEN SUED.

Attached to this Citation is a certified copy of the Petition. The petition tells you what you are being sued for.

You must EITHER do what the petition asks, OR, within **FIFTEEN (15) days** after you have received these documents, you must file an answer or other legal pleadings in the Office of the Clerk of this Court at the Ouachita Parish Court House, 301 South Grand, Monroe, Louisiana.

If you do not do what the petition asks, or if you do not file an answer or legal pleading within **FIFTEEN (15) days**, a judgment may be entered against you without further notice.

This Citation was issued by the Clerk of Court for Ouachita Parish, on this DECEMBER 9, 2019.

OUACHITA PARISH CLERK OF COURT

Also attached are the following:

PLAINTIFF'S RACK SERVICE COMPANY INC AND WITTEN CONSTRUCTION
LLCS

CHLOE ELLINGTON

By: _____
Deputy Clerk

FILED BY: ROBERT KILLINGSWORTH#38501

_____ ORIGINAL

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BY _____
DEPUTY CLERK
4TH JUDICIAL DISTRICT COURT
OUACHITA PARISH, LA

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OUACHITA PARISH
CLERK OF COURT

FILED

NOV 8 2019

DEPUTY CLERK
4TH JUDICIAL DISTRICT COURT
OUACHITA PARISH, LA

RACK SERVICE COMPANY, INC. AND
WITTEN CONSTRUCTION LLC,
Plaintiffs,
v. **19-3476**
UNITED FIRE & CASUALTY
COMPANY,
Defendant.

IN THE PARISH OF OUACHITA

FILED

JUDICIAL DISTRICT

DEC 9 2019

DEPUTY CLERK
4TH JUDICIAL DISTRICT COURT
OUACHITA PARISH, LA

PLAINTIFFS RACK SERVICE COMPANY INC. AND WITTEN CONSTRUCTION
LLC'S ORIGINAL PETITION

TO THE HONORABLE JUDGE OF SAID COURT:

NOW COMES Rack Service Company, Inc and Witten Construction LLC. (hereinafter referred to as "Plaintiffs"), complaining of Defendant, United Fire & Casualty Company (hereinafter referred to as "Defendant") and hereby respectfully show unto the Court and Jury as follows:

I.
PARTIES AND SERVICE

1. Plaintiffs are individuals doing business in Monroe, Louisiana.
2. United Fire & Casualty Company is a foreign insurance company engaging in the business of insurance in the State of Louisiana. Defendant may be served with process by serving its registered agent of service, Louisiana Secretary of State, located at the following address: 8585 Archives Ave. Baton Rouge, LA 70809.

II.

JURISDICTION AND VENUE

3. This Court has jurisdiction over the subject matter of this case in accordance with La. Const. Art. V, § 16.
4. This Court has personal jurisdiction over the Defendant in this case in accordance with LSA-C.C.P. Art. 6.
5. Venue for this case is appropriate in Ouachita Parish in accordance with LSA-C.C.P. Art. 76.

III.

CONDITIONS PRECEDENT

6. All conditions precedent to recovery have been performed, waived, or have occurred.

IV.

FACTS

7. Plaintiff, Rack Service Company, Inc., purchased a policy from Defendant United Fire & Casualty Company, (hereinafter referred to as "the Policy"), which was in effect at the time of loss.
8. The Policy was purchased to insure Plaintiff, Rack Service Company, Inc.'s property, (hereinafter referred to as "the Property"), which is located at 2324-2350 Sterlington Road, Monroe, Louisiana 71203.
9. Defendant United Fire & Casualty Company and/or its agent sold the Policy insuring the Property to Plaintiff, Rack Service Company, Inc.

10. Plaintiff, Rack Service Company, Inc. is a "consumer" as defined under the Louisiana Deceptive Trade Practices Act ("DTPA") because they are individuals who sought or acquired by purchase or lease, goods or services, for commercial, personal or household use.
11. Plaintiff, Rack Service Company, Inc., experienced a severe weather-related event which caused substantial damage to the Property and surrounding homes and businesses in the area. Plaintiff, Rack Service Company, Inc.'s property sustained extensive damage during the storm including damage to the roofing system. The Property also suffered extensive exterior and interior damage. The Property's damage constitutes a covered loss under the Policy issued by Defendant United Fire & Casualty Company. Plaintiff, Rack Service Company, Inc. subsequently opened a claim and Defendant United Fire & Casualty Company assigned an adjuster to adjust the claim. Defendant assigned claim number 1720170405.
12. Defendant United Fire & Casualty Company wrongfully underpaid Plaintiff, Rack Service Company, Inc.'s claim and refused to issue a full and fair payment for the covered loss as was rightfully owed under the Policy.

V.

1ST CAUSE OF ACTION: BREACH OF CONTRACT

13. Plaintiffs incorporate paragraphs 1-12 herein.
14. At the time of the storm. Plaintiff, Rack Service Company, Inc., had in place a policy issued by United Fire & Casualty Company. The premiums were current. All conditions precedent to recovery were made. Defendant wrongfully failed to comply with the terms of the contract by failing to accept coverage and pay for a covered loss. United Fire & Casualty Company is therefore in breach of the contract of insurance issued to Plaintiff, Rack Service Company, Inc.

15. United Fire & Casualty Company conduct constitutes a breach of contract resulting in damages to the Plaintiff, Rack Service Company, Inc.

VI.

2nd CAUSE OF ACTION: BREACH OF DUTY OF GOOD FAITH AND FAIR DEALING

16. Plaintiffs incorporate paragraphs 1-12 herein.
17. United Fire & Casualty Company owed Plaintiff, Rack Service Company, Inc. a duty of good faith and fair dealing. United Fire & Casualty Company breached its duty when it:
- 1) Misrepresented pertinent facts or insurance policy provisions relating to coverage;
 - 2) Denied coverage for a valid claim; and
 - 3) Arbitrarily, capriciously, or without probable cause failed to pay the amount of the claim due to Plaintiff within sixty days after receipt of satisfactory proof of loss.
18. Plaintiffs seek general and special damages caused by United Fire & Casualty Company breach of the imposed duty as well as penalties against United Fire & Casualty Company in an amount not to exceed two times the damages sustained.

VII.

3RD CAUSE OF ACTION: PAYMENT AND ADJUSTMENT OF CLAIM

19. Plaintiffs incorporate paragraphs 1-12 herein.
20. United Fire & Casualty Company owes Plaintiff, Rack Service Company, Inc. a duty to pay the full amount of the claim within thirty days after receipt of satisfactory proof of loss in accordance with LSA-R.S. 22:1892.
21. United Fire & Casualty Company violated LSA-R.S. 22:1892 when it failed to pay for the engine damage sustained to Plaintiff, Rack Service Company, Inc.'s property.

22. United Fire & Casualty Company is liable to Plaintiff, Rack Service Company, Inc., in addition to the amount of the loss, fifty percent damages on the amount found due to Plaintiff, Rack Service Company, Inc., as well as reasonable attorney's fees and costs.

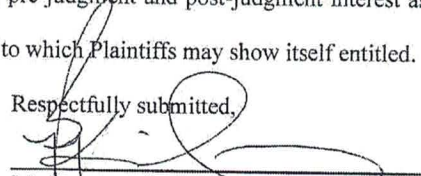
VIII.
DAMAGES

23. As a direct result of Defendant's conduct, Plaintiff, Rack Service Company, Inc., has suffered general and special damages all of which it is entitled to recover. Plaintiff, Rack Service Company, Inc., is entitled to recover, in addition to the amount of the claim, two times the amount of the claim, together with reasonable attorney's fees and costs.

IX.
PRAYER

24. For these reasons, Plaintiffs ask that they have judgment against Defendant for their general and special damages, statutory penalties pursuant to LSA-R.S. 22:1973 and 22:1892, reasonable and necessary attorney fees, pre-judgment and post-judgment interest as allowed by law, costs of suit, and all other relief to which Plaintiffs may show itself entitled.

Respectfully submitted,


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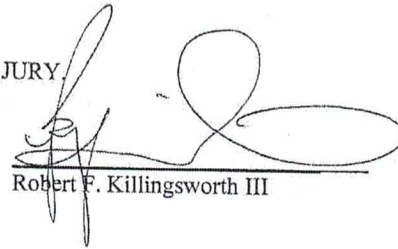
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Attorneys for Plaintiff

PLAINTIFFS HEREBY DEMAND A TRIAL BY JURY.



Robert F. Killingsworth III

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4TH JUDICIAL DISTRICT COURT
OUACHITA PARISH, LA